



City Commission Meeting

ADDENDUM MATERIAL 2

**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
March 11, 2015**

Mayor Philip Levine
Vice-Mayor Jonah Wolfson
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg
Commissioner Edward L. Tobin
Commissioner Deede Weithorn

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

ADDENDUM AGENDA

R2 - Competitive Bid Reports

- R2A Request For Approval To Authorize The Issuance Of Request For Qualifications (RFQ) No. 2015-115-JR For Program Management Services For An Intelligent Transportation System And Parking Management System.
(Transportation/Procurement)

R9 - New Business and Commission Requests

- R9X Discussion And Update From Code Enforcement, Miami Beach Police Department And The City Attorney Regarding The End Of Trike Rentals In The City Of Miami Beach.
(Requested by Commissioner Michael Grieco)

R9 - New Business and Commission Requests (Continued)

- R9Y Discussion Regarding The City Of Miami Beach's Funding Partnership With The Miami Beach Chamber Of Commerce.
(Requested by Philip Levine)

Condensed Title:

Request For Approval To Issue A Request For Qualifications (RFQ) No. 2015-115-JR For Program Management Services For An Intelligent Transportation System and Parking Management System

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc

Residents rated traffic as the number one (1) issue in the 2014 Community Satisfaction Survey. Data collected along Causeways and Arterials has shown Levels of Service E or F.

Item Summary/Recommendation:

The increase in traffic volumes from major events severely burdens traffic signals, thus negatively impacting level of service and driver experience. In 2014, the City applied for a Transportation Investment Generating Economic Recovery (TIGER) for the implementation of Intelligent Transportation System and Parking Management Systems. Although the City was not awarded the grant, the City of Miami Beach Commission supported this vision and allocated funding for the grant match to be used on the project (\$4.5 million). Staff concentrated on drafting a reduced scope of work to cover the following elements for critical intersections and arterials:

- Travel Time Data Collectors: To measure travel times throughout the City's network
- Dynamic Message Signs: To advise drivers in Causeways, Arterials, and Collectors of real-time traffic conditions, incidents, detours, and alternative routes to consider.
- Closed Circuit Television Cameras (C.C.T.V.): To assist in monitoring traffic conditions and incidents at strategic locations.
- Digital Message Signs at Parking Facilities: To advise drivers of parking capacity at garages and key parking lots.
- Parking Detection at Parking Lots: To provide real-time parking capacity information via Dynamic Message Signs and telephone application.
- Transportation Management Center: A facility to which all the technologies report to, all monitoring occurs, and all information is deployed.
- Adaptive Traffic Signal Control: Advanced signal technology responding directly to real-time traffic demand.

The Administration anticipates that establishing this system will improve traffic conditions, driver information, signal progression, and incident response. On February 13, 2015, the City issued a notice via the City's bid notification system (Public Purchase) to inform prospective proposers of an Industry Review Meeting to discuss the issuance of a competitive solicitation, to present the City's plan, and obtain input from industry experts. The Industry Review Meeting took place on February 23, 2015 in the City Hall Commission Chambers. A total of eight-five (85) firms were notified of the meeting, with a total of about twenty-six (26) in attendance. Following the meeting, the City drafted a Request for Qualifications for a Program Manager. The Program Manager will assist the City with developing a plan for the implementation of the project. In addition, the Program Manager will assist in drafting the solicitation for a Design, Build, Operate, and Maintain contract for the deployment of the project. The Program Manager will also conduct the necessary oversight effort during construction, as well as draft the Concept of Operation document and performance goals. The Program Manager will also be responsible for establishing the performance goals for the maintenance of the system and the Transportation Management Center.

RECOMMENDATION

The Administration recommends approval to issue RFQ 2015-115-JR For Program Management Services for an Intelligent Transportation System and Parking Management System.



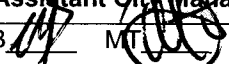

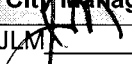
Advisory Board Recommendation:**Financial Information:**

Source of Funds:	Amount	Account
OBPI	1 NA	NA
Total		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Alex Denis, Ext 7490 and Jose Gonzalez, Ext 6768

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG  AD 	KGB  MT 	JLM 

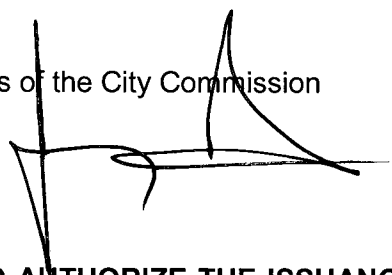
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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: March 11, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-115-JR FOR PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRANSPORTATION SYSTEM AND PARKING MANAGEMENT SYSTEM.**

BACKGROUND

The City of Miami Beach is one of the main centers of attraction for events in Florida due to its weather, restaurants, nightlife, beaches, and people. Most major events are heavily attended and therefore increase traffic volumes on the roadway network. In addition, the seasonal characteristics of the City have a direct impact on the vehicle volumes utilizing our roadways. The increase in traffic volumes severely burdens traffic signals, thus negatively impacting level of service and driver experience. The adverse traffic conditions are further exacerbated by roadway closures as a result of construction projects.

In 2013, the City established an Event Traffic Monitoring and Management program. That project consists of portable travel time data collectors, temporary closed circuit television cameras for traffic and incident management, portable digital message signs to advise drivers of traffic and parking conditions, and traffic signal timing support during events. This project has been in effect for eight (8) special events and has been successful in reducing travel times. The value of this effort is that it provided a vision for the City's Intelligent Transportation System (ITS) and Parking Management System project.

In 2014, the City applied for a Transportation Investment Generating Economic Recovery (TIGER) for the ITS and Parking Management Systems. Although the City was not awarded the grant, the City of Miami Beach Commission supported this vision and allocated funding for the grant match to be used on the project (\$4.5 million). Staff concentrated on drafting a reduced scope work to cover the following elements for critical intersections and arterials:

- Travel Time Data Collectors: To measure travel times throughout the City's network
- Dynamic Message Signs: To advise drivers in Causeways, Arterials, and Collectors of real-time traffic conditions, incidents, detours, and alternative routes to consider.
- Closed Circuit Television Cameras (C.C.T.V.): To assist in monitoring traffic conditions and incidents at strategic locations.
- Digital Message Signs at Parking Facilities: To advise drivers of parking capacity at garages and key parking lots.
- Parking Detection at Parking Lots: To provide real-time parking capacity information via Dynamic Message Signs and telephone application.
- Transportation Management Center: A facility to which all the technologies report to, all monitoring occurs, and all information is deployed.

- Adaptive Traffic Signal Control: Advanced signal technology responding directly to real-time traffic demand. The administration anticipates that establishing this system will improve traffic conditions, driver information, signal progression, and incident response.

The Administration anticipated that establishing this system will improve traffic conditions, driver information, signal progression, and incident response

ANALYSIS

On February 13, 2015, the City issued a notice via the City's bid notification system (Public Purchase) to inform prospective proposers of an Industry Review Meeting to discuss the issuance of a competitive solicitation, to present the City's plan, and obtain input from industry experts. The purpose of the meeting is to seek industry feedback on best practices for the desired system. The Industry Review Meeting took place on February 23, 2015 in the City Hall Commission Chambers. A total of eight-five (85) firms were notified of the meeting, with a total of about twenty-six (26) in attendance. The City received good feedback, including suggestions on how other agencies and municipalities have handled similar scope requirements, which have been incorporated into the RFQ.

Following the meeting, the City drafted a Request for Qualifications for a Program Manager. The Program Manager will assist the City with developing a plan for the implementation of the project. In addition, the Program Manager will assist in drafting the solicitation for a Design, Build, Operate, and Maintain contract for the deployment of the project. The Program Manager will also conduct the necessary oversight effort during construction, as well as draft the Concept of Operation document and develop performance goals. The Program Manager will also be responsible for establishing the performance goals for the maintenance of the system and the Transportation management Center. The draft RFQ is attached.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of Request for Qualifications (RFQ) No. 2015-115-JR for Program Management Services for an Intelligent Transportation System and a Parking Management System

ATTACHMENTS

RFQ 2015-115-JR for Program Management Services for an Intelligent Transportation System and a Parking Management System


JLM/KGB/JRG/JFD/AD

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REQUEST FOR PROPOSAL (RFQ)

PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT
TRANSPORTATION MANAGEMENT SYSTEM AND PARKING
MANAGEMENT SYSTEM

2015-115-JR

RFQ ISSUANCE DATE: MARCH 25, 2015

PROPOSALS DUE: APRIL 28, 2015 @ 3:00 PM

ISSUED BY:



Joe V. Rodriguez, CPPB, FCCM, Procurement Coordinator

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 X.6263 | Fax: 786.373.5494 | www.miamibeachfl.gov

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SECTION 0200**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective Proposer who has received this RFQ by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE. In 2014, the City of Miami Beach Commission allocated funds for the implementation of Intelligent Transportation Systems (ITS), Parking Management Systems, and a Transportation Management Center (TMC). The City has deployed Traffic Monitoring and Management Services on a temporary basis during events.

In 2015, the City Commission determined that improving traffic flow and decreasing traffic congestion was a high priority of the Administration. Currently, special events, geographic characteristics, available capacity, infrastructure improvements, and seasonal characteristics of the City affect traffic flow and throughput. Obtaining improved traffic efficiency and improved signal timing have been identified as necessary improvements to promote mobility, continued economic growth, and quality of life in the City.

Given the characteristics of the City and the limited access to the barrier island, traffic monitoring, incident management, driver information, and efficient traffic signals were found to be key elements for success of the City. To achieve the desired results, the City of Miami Beach identified the need for the installation of data collection infrastructure, driver information services, parking information services, and traffic signal infrastructure. The City of Miami Beach also envisions the implementation of a TMC for monitoring and management of the systems.

Through this RFQ, the City is soliciting proposals for Program Management Services from qualified firms with special expertise in the planning, budgeting, management, and oversight of design, deployment, operation, and maintenance of state-of-the-art ITS technology, Parking Management System technology, and a Transportation Management Center (TMC); within allocated schedule, budgetary, and institutional constraints. The aggregate ITS (including Adaptive Traffic Signal Control as an optional task) /Parking Management System/TMC Project will hereinafter be referred to as the "Project," and the firm selected and contracted with for these services will hereinafter be referred to as the "Program Manager." The Program Manager selected for this work, or any of its associated sub-consultants, may not pursue other work in connection with this project while engaged as the Program Manager, with the possible exception of construction engineering and inspection services (CEI) if the successful Respondent has that capability in-house and at the City's sole discretion.

MIAMI BEACH

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	March 25, 2015
Pre-Proposal Meeting	April 2, 2015 at 10:00 AM
Deadline for Receipt of Questions	April 17, 2015 at 5:00 PM
Responses Due	April 28, 2015 at 3:00 PM
Evaluation Committee Review	T.B.D.
Proposer Presentations	T.B.D.
Tentative Commission Approval Authorizing Negotiations	T.B.D.
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Joe V. Rodriguez, CPBB, FCCM

Telephone:
305-673-7000 x.6263

Email:
joerodriguez@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach
City Hall - 4th Floor
City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 4142489

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the “Cone of Silence.” The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

• CONE OF SILENCE.....	CITY CODE SECTION 2-486
• PROTEST PROCEDURES.....	CITY CODE SECTION 2-371
• DEBARMENT PROCEEDINGS.....	CITY CODE SECTIONS 2-397 THROUGH 2-485.3
• LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....	CITY CODE SECTIONS 2-481 THROUGH 2-406
• CAMPAIGN CONTRIBUTIONS BY VENDORS.....	CITY CODE SECTION 2-487
• CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....	CITY CODE SECTION 2-488
• REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....	CITY CODE SECTION 2-373
• LIVING WAGE REQUIREMENT.....	CITY CODE SECTIONS 2-407 THROUGH 2-410
• PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.....	CITY CODE SECTION 2-374
• FALSE CLAIMS ORDINANCE.....	CITY CODE SECTION 70-300
• ACCEPTANCE OF GIFTS, FAVORS & SERVICES.....	CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF QUALIFICATIONS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

Upon approval of selection by the City Commission, negotiations between the City and the top-ranked proposer will take place to arrive at a mutually acceptable Agreement. In the event that the City is unable to negotiate an acceptable agreement with the top-ranked proposer, the City may negotiate with other proposers in order of rank.

13. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A Proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

25. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer 's proposal in response to the solicitation.

30. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1 Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications. Specifically, Proposers should address the program management service offerings relating to the following project components: Intelligent Transportation System; Adaptive Traffic Signal Control; Parking Management Systems; and a Transportation Management Center.

Special attention should be given to: development of Concept of Operations; and capabilities relating to designing, building, operating and maintaining the aforementioned project components. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4 Approach and Methodology

Submit detailed information on how Proposer plans to accomplish the required scope of services, including how Proposer will assure success in the development of Concept of Operations, and designing, building, operating and maintaining the aforementioned project components.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score implementation plan, project timelines, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400**PROPOSAL EVALUATION**

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	40
Scope of Services Proposed	30
Approach and Methodology	30
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

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5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	0	5	0
	Total	82	81	80
	Rank	1	2	3
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	0	5	0
	Total	79	90	72
	Rank	2	1	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	0	5	0
	Total	80	79	66
	Rank	1	2	3
Low Aggregate Score		4	5	9
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

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Proposal Certification, Questionnaire & Requirements Affidavit

PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRAFFIC MANAGEMENT SYSTEM AND A PARKING MANAGEMENT SYSTEM **2015-115-JR**

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: 2015-115-JR	Solicitation Title: PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRAFFIC MANAGEMENT SYSTEM AND A PARKING MANAGEMENT SYSTEM.	
Procurement Contact: Joe V. Rodriguez, CPPB, FCCM	Tel: 305-673-7000 x.6263	Email: joerodriguez@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		No. of Employees:
No of Years in Business:	No of Years in Business Locally:	
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **Litigation History.** Respondent shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last ten years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Prime Respondent shall submit history of litigation or regulatory action filed against respondent, or any respondent team member firm, in the past ten (10) years. If Respondent has no litigation history or regulatory action in the past 10 years, submit a statement accordingly.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics

provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application

(attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)

County of _____)

of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally
appeared before me _____ who

stated that (s)he is the _____

Notary Public for the State of Florida

My Commission Expires: _____

APPENDIX B

MIAMI BEACH

“No Bid” Form

PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRAFFIC MANAGEMENT SYSTEM AND A PARKING MANAGEMENT SYSTEM **2015-115-JR**

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

MIAMI BEACH

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: JOE V. RODRIGUEZ, CPPB, FCCM
PROPOSAL #2015-115-JR
1700 Convention Center Drive
MIAMI BEACH, FL 33139

MIAMI BEACH

APPENDIX C

MIAMI BEACH

Minimum Requirements
& Specifications

PROGRAM MANAGEMENT SERVICES FOR AN
INTELLIGENT TRAFFIC MANAGEMENT SYSTEM
AND A PARKING MANAGEMENT SYSTEM
2015-115-JR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. MINIMUM REQUIREMENTS. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Proposer shall have provided services similar to the scope of this RFQ to at least one public sector agency within the last five (5) years.

C2. STATEMENT OF WORK REQUIRED. The City is soliciting proposals for Program Management Services from qualified firms with special expertise in the planning, budgeting, management, and oversight of design, deployment, operation, and maintenance of state-of-the-art ITS technology, Parking Management System technology, and a Transportation Management Center (TMC); within allocated schedule, budgetary, and institutional constraints. The aggregate ITS (including Adaptive Traffic Signal Control as an optional task) /Parking Management System/TMC Project will hereinafter be referred to as the "Project," and the firm selected and contracted with for these services will hereinafter be referred to as the "Program Manager." The Program Manager selected for this work, or any of its associated sub-consultants, may not pursue other work in connection with this project while engaged as the Program Manager, with the possible exception of construction engineering and inspection services (CEI) if the successful Respondent has that capability in-house and at the City's sole discretion.

C3. LOCATION. The City of Miami Beach seeks to implement the Project within the City. The Project shall include but not be limited to the following corridors:

- MacArthur Causeway from Fountain Street Bridge to Alton Road
- 5th Street from Alton Road to Collins Avenue
- Alton Road from 5th Street to 41st Street
- Collins Avenue from 5th Street to 44th Street
- Washington Avenue from 5th Street to Dade Boulevard
- 17th Street from Venetian Causeway to Collins Avenue
- Dade Boulevard from Venetian Causeway to 23rd Street
- Julia Tuttle Causeway from City limits to Alton Road
- 41st Street from Alton Road to Collins Avenue
- Indian Creek from 26th Street to 44th Street
- Collins Avenue from 71st Street to City Limits
- Indian Creek from 63rd Street to 71st Street
- 71st Street from City Limits to Collins Avenue
- Harding Avenue/Abbot Avenue from City Limits to Indian Creek
- Venetian Causeway from City Limits to Dade Boulevard

No site has been identified for the location of the TMC at this time. The location of the TMC shall be coordinated as part of the Project planning phase and identified in the Concept of Operation document.

C4. PROJECT DESCRIPTION. The Miami Beach City Commission has prioritized the need for improve transportation and transit to relieve congestion in the City. The City is pursuing significant transit initiatives, development of a Transportation Master Plan, and a Bicycle-Pedestrian Master Plan. In addition to these projects, the City is also pursuing a city-wide ITS, Parking Management System, and a TMC including the following system components:

- Dynamic Message Signs (Causeways, Arterials, Parking Garages, and Parking Lots)
- Travel Time Data Collectors
- Closed-Circuit Television (C.C.T.V.) Cameras
- Corridor Parking Detection
- Transportation Management Center (TMC)
- Adaptive Traffic Signal Control (Optional Task)

Final Project scope will be determined by the Program Manager during the planning and programming phase. The City anticipates the system to be in operation within the next 18 months.

C5. PROJECT ORGANIZATION AND OVERSIGHT. The City plans to create a select panel of key project stakeholders, which will function as the authority governing all key project decisions. The City will form a Technical Steering Committee (TSC), consisting of three (3) individuals, to provide guidance and representation of their respective interests directly to the Program Manager. Members of the TSC will include key personnel from the Florida Department of Transportation, Miami-Dade County, as well as the City. The Program Manager will act as the focal point to receive and disseminate information to the design, construction, operation, and maintenance team and function as an expert interface between the City and other agencies, as well as architects, engineers, vendors, and contractors participating in the Project. Should interpretive information be required, it will be directed by or through the Program Manager. It is intended that the Program Manager will develop a comprehensive plan to manage the Project as expeditiously as possible and work closely with, and ensure the project correctly reflects the wishes of the City. The Program Manager will act as an extension of the City's organization, providing timely feedback and reports to the City's staff, the TSC, the public and all other stakeholders.

C6. PROGRAM MANAGEMENT SERVICES. The City shall authorize, as Task Work Orders, the services to be performed under the Contract. No work shall begin until a task work order has been authorized in writing by the City. The below list of tasks provides a brief description of tasks and their sequence to produce the Project. Some of the Tasks shall be performed as Optional Services and the issuance of Task Work orders will be dependent on the authorization of funds for the various work segments, and the Program Manager's satisfactory performance of previously assigned tasks.

The Program Manager will be responsible for the overall administration of the Project. These activities include, but are not limited to, the visioning, planning, budgeting, scheduling, programming, stakeholder coordination, reporting to the City, oversight of the design, construction, operation, maintenance, integration, start-up and occupancy of the TMC, and other program management duties required to ensure a high quality, state-of-the-art ITS deployment, which is to be delivered on time and within budget. The Program Manager's responsibilities shall include all work necessary to thoroughly accomplish the above-stated tasks and goals including, but not limited to, the following tentative outline of the tasks and sequence of the work:

1. **Project Plan.** In coordination with the financial capabilities of the City, its site selection efforts, and its goals for deployment of the Project, the Program Manager shall develop a comprehensive Project Plan that defines the overall Project and organizes Project components in such a way as to best accomplish the work.

In order to develop the Project Plan, the Program Manager shall first work with all stakeholders to identify

and document the requirements, goals and objectives of the overall Project. The initial goals and objectives shall be initially advanced to a conceptual plan, and then further advanced to a formal Project Plan. The resultant Project Plan shall firmly establish and document the overall requirements and components of the Project in a manner that is satisfactory to the City.

It is anticipated that the Project Plan will designate with specificity the types of devices and systems to be deployed as part of the Project. It is further anticipated that the field component of the Project Plan will be detailed to the approximate device placement level along with projected quantities. The work discussed in this section of the Project shall be conducted in sufficient detail that the Program Manager can produce a realistically accurate budget for the Project.

As part of Project Plan development, the overall Project shall be carefully analyzed by the Program Manager and broken down into a series of recommended component projects and documented. The Plan shall recommend appropriate implementation and procurement methodology for each of the established components. For example, subsequent to review and approval of the City, it may be decided that certain aspects of the Project should be accomplished by Design/Build, some by Design/Bid/Build, and some aspects to be completed in-house by city personnel. The primary interest of the City is to procure the deployment of the system via Design/Build/Operate/Maintain process.

The Project Plan shall include a comprehensive Project Schedule according to established component projects and organized into tasks and milestones. The Program Manager shall utilize an approved computerized project management software application to initially develop, and subsequently maintain the resultant schedule throughout the life of the Project. The Project Schedule tasks and milestones shall include, but are not limited to, programming, site selection, surveying, engineering services, architectural/engineering design services, communications systems design and implementation, regulatory approvals, permitting, construction, training, delivery and set-up of ordinary and specialized systems, furnishing and equipment, occupancy, testing, burn-in, and systems start-up and uninterrupted switch over from current operations.

As previously mentioned, the Project Plan shall also include a comprehensive Project Budget and Project Funding Plan, coordinated with the City's financial capabilities in time, and the aforementioned Project Schedule. This Plan shall clearly delineate the various costs of design services, testing and surveying, permits and fees, equipment and furnishings, technical, communications systems, and all other cost components necessary to complete the Project and place it into service. Cost components for the Project Budget shall be escalated forward in time in accordance with the Project Schedule to the time at which these expenses are scheduled to occur. The Project Funding Plan shall be harmonized with the budget cycles and applicable constraints of the City's funding sources.

Once in place, and approved by the City, the Project Plan, and associated Project Schedule and Project Budget are anticipated to remain unchanged for the life of the Project, except when changes are initiated by the City to adjust for contingencies or to adjust for incremental changes to the scope of the Project. In any case, the Program Manager is to continually update and maintain the Project Plan in response to any changes initiated or approved by the City.

2. Procurement. The Program Manager shall develop recommendations for the procurement of appropriate engineering, architectural, construction, inspection, operation, maintenance, and specialty services needed to accomplish the goals of the Project and in consideration of the approved component

projects established and documented in the aforementioned Project Plan. Based on the approved procurement process for each of the established component projects, the Program Manager will formulate and develop appropriate procurement documentation packages including, but not limited to, scopes of services, design/build/operation/ maintenance criteria packages, conceptual plan sets, requests for proposals, invitations to bid, invitations to negotiate, specifications, technical special provisions, preliminary estimates, and shall coordinate the review and approval for such packages among the various stakeholders prior to issuance. The Program Manager will actively participate in the selection process as a technical advisor to the City's selection committee and likewise assist the City in responding to questions, issuing revisions, evaluating technical proposals, fee proposals and bids during the procurement process.

3. *Project Administration and Technical Support.* The Program Manager shall manage the planning, design, construction, operation, and maintenance for the Project and ensure the City's objectives are met. The Program Manager shall communicate the City's schedule and budget objectives to the design and construction teams, and monitor their progress. The Program Manager shall be the primary point of contact for all of the engineers, architects, contractors, and consultants working on the project. The Program Manager, with the concurrence of the City, will provide coordination of all matters pertaining to the contracts during the planning, design, construction and post-construction phases (i.e. operation and maintenance). The Program Manager's specific duties and decision-making authority will be more fully delineated prior to the award of a contract, but it is anticipated that, at a minimum, the Program Manager's project administration and technical support activities shall include, but not be limited to, the following:

- a. Use the Project Schedule developed during the project-planning phase to implement a computerized track of the overall Project planned versus actual progress during the entire life of the Project.
- b. Use the Project Budget developed during the Project planning phase or subsequently amended to implement a computerized budget tracking system, kept current during the life of the Project, showing actual versus budgeted expenditures, encumbrances, budget amounts unencumbered, amounts of each encumbrance, amounts paid to date, amounts not yet paid and current project contingency amounts, and serves as a project reporting tool to the City.
- c. Use the Project Funding Plan developed during the Project planning phase or subsequently amended to implement a track of Project funding, to be kept current during the life of the project. The Project Funding Plan will show original versus actual funding supplied to the work, future funding amounts required, and any deviations anticipated from the original Funding Plan. This track of Project funding shall serve as a reporting tool to the City, highlighting funding demands the Project requires well in advance of their occurrence.
- d. Review and make recommendations to the City of the need for, accuracy of and cost justification for proposals for various City-supplied work, testing services, and additional services authorizations that may be needed during the course of the work.
- e. Prepare reports on a monthly basis to inform the City as to the progress of the Project, including budget balances and schedule adherence.
- f. Conduct design, pre-proposal, pre-bid and pre-construction meetings.
- g. Review and make recommendations of all design and construction documents to maintain compliance

with the City's construction, maintenance and budget objectives. The Program Manager shall establish, cultivate, and maintain a high level of expertise and working knowledge of all administrative and technical matters related to this contract. Such expertise may be possessed or acquired either by in-house or through subcontracted resources.

h. Provide value-engineering services to the Project to provide the City with the best value. This may be accomplished through alternative construction techniques, alternative materials or other methods.

i. Review and make recommendations of trade contractor bids and assist in the determination of award to the most qualified responsive bidder.

j. Provide on-going administration of the Project on behalf of the City, including day-to-day monitoring and oversight at the construction site as well as weekly and monthly meeting between engineers, architects, contractors and representatives of the City. The Program Manager will make recommendations to the City after reviewing all tests, reports, correspondence, pay requests, invoices, claims, "as-built" documents and equipment manuals. The Program Manager shall be responsible for participating in the research, development, drafting, and review of documents supporting change orders and supplemental agreements.

k. Establish a daily on-site presence for the Project during the various construction phases. The City reserves the right request an On-Site Representative and to approve the Program Manager's selection and assignment of an On-Site Representative. The purpose of this presence is to observe, as an experienced and qualified professional, the progress and quality of the executed work and to determine, in detail, if the work is proceeding in accordance with the pre-established budgets, schedules and quality of work. The On-Site Representative will report as to the Contractor's compliance with the contract documents. The On-Site Representative will remain with the project until completed. Should a replacement become necessary, the City must grant approval of the replacement prior to his/her assignment. During the on-site observations, the On-Site Representative shall keep a detailed daily diary of observations and will inform the City of these observations during meetings. All data developed and/or collected by the Program Manager and On-Site Representative shall become the property of the City.

l. Issue instructions from the City to each contractor and process all change orders as required. The Program Manager may, as the City's representative, require special inspection or testing of the work and act as interpreter of the requirements of the contract documents and judge the performance of the parties thereto.

m. Shall review the consultant's or contractor's Applications for Payment and the accompanying data and schedules. The Program Manager shall indicate whether the Application for Payment is valid and advise the City as to the amount owed to the consultant(s) and contractor(s.) Such approvals of payment will constitute a representation to the City that the work has progressed to the point indicated and that, to the best of the Program Manager's knowledge, information and belief, the quality of the work is in accordance with the contract documents.

n. Shall coordinate or conduct such inspections as are necessary to determine the pending completion of work or portions thereof.

o. Recommend, arrange for, and budget additional on-site representation, such as CEI inspections, that

may be deemed necessary to protect the City's interests.

p. Throughout the Project, the Program Manager shall continuously maintain a list of incomplete or unsatisfactory items and a schedule for their completion prior to recommending interim or final payment and before the Contractor's work force leaves the construction site.

q. Assist the City in post-construction activities including project closeout, commissioning and organization of Project documentation, such as as-builts, operation and maintenance manuals and shop drawings, for use by the City in the management of the facility.

r. Recommend, arrange for, and assist in budget planning for scheduled and unscheduled maintenance.

s. Maintain complete, accurate, and organized Project records and files, in hardcopy and electronic files, acceptable to, and approved by the City for all work activities, tasks, and any other events relating to this Project. Project records shall contain all correspondence to and from the Program Manager, consultants, stakeholders, contractor, manufacturers, equipment vendors, local, state, and federal agencies etc., as related to this contract. The project records shall also include all materials, information, or data related to this contract obtained or produced by the Program Manager.

4. **Occupancy.** The Program Manager shall provide services relative to transition to occupancy, operations, or project completion. These services shall include, but are not be limited to, assistance in final testing, maintenance set up, training, equipment commissioning, warranty follow-up procedures, assistance in move logistics, and system switch-over to the new TMC operation.

5. **Concept of Operations Plan, Systems Engineering Management Plan, and Other Special Requirements.** The Program Manager will develop a Concept of Operations Plan and assist the City with procurement of operations and maintenance services. The Program Manager shall also assist in familiarizing the City's key personnel with the administration of the Project components from concept through their useful life, including operation, training, routine system maintenance, preventative maintenance schedules, budgeting plans for maintenance and replacement, technology refresh, staffing requirements and life cycle costs.

All work conducted by the Program Manager in planning, developing, advancing, deployment, operations and maintenance shall be in accordance with the Florida Department of Transportation (FDOT) adopted Systems Engineering Management Plan. In addition, all work shall be in accordance to the established Regional, State, and National ITS Architectures.

6. **Project Communication.** The Program Manager shall employ techniques for improved communication that are most conducive to the good of the Project. It is anticipated and recommended that the Program Manager consider the use of advanced computer and web-based techniques that are proven to enhance the flow of information to Project participants. The intent of this section is to encourage the use of the latest in technologies suited for this purpose and also time-proven effective techniques such as regular meetings and organized professional project reporting. At a minimum, the City will require the Program Manager to conduct the following meetings and provide the following reports:

a. Weekly

Conduct a project status meeting and site visit with the City's representative. Provide a package of the past week's daily reports, a project summary, a brief status report and other pertinent project information. During construction, attend the contractor's weekly trade contractor meeting.

b. Monthly

Provide a project update at the City's monthly stakeholders meeting. Provide a written report summarizing the project's activities during the past month, the status of the Project Plan, Schedule, Budget and Funding Plan. Advise the City of any changes to these plans. Conduct a meeting with key user staff, when requested by the City, consisting of an update on the project status and a question and answer session.

c. Quarterly

Prepare a comprehensive Project Report containing an executive summary of the Project's status, a detailed account of the status of the Project Plan, Budget, Schedule and Funding Plan, and complete back-up information necessary to provide complete information on the project to date. The schedule information shall show the actual versus planned progress. The budget information shall show a track of expenses compared against the original budget. The funding information shall show actual funding required to execute the work vs. funding projected in the Project Plan.

d. On-Call

The Program Manager shall be available to serve as an expert representative or wRFQess on Project matters with various parties, including the public, the press, regulatory authorities, professional organizations and representatives from other government agencies when specifically requested and deemed appropriate by the City.

7. Stakeholder Coordination, Agreements, and Documentation. The Program Manager shall, as a continuous task, provide stakeholder coordination activities among the various participants in the Project, as well as potential participants. The Program Manager shall identify the need for formal agreements and participate in the research, development, drafting, and review of documents specifying the terms and agreements between parties participating in the Project. Documentation produced under this section shall include, but is not limited to, JPAs, MOUs, MOAs, LAPs, etc.

Stakeholder coordination shall include, but not be limited to, responsibility of coordinating all interim and phase plans/specifications reviews with the City, other agencies, firms, or organizations as appropriate. The Program Manager shall be responsible for transmitting phase review plans sets to the various stakeholders, as well as collecting, collating, and disseminating comments and responses.

Stakeholder coordination shall also include addressing inquiries and requests originating from any number of sources, including but not limited to, the press, local citizens, public officials, government bodies, etc. This task may also include press releases, presentations, speaking engagements, and/or technical articles as may be required or requested by local government agencies or other interested organizations. All task products produced under this Project shall be subject to the review of, and become property of the City.

The Program Manager shall coordinate its work with any and all adjacent and integral consultants so as to effectively assure completion of homogenous plans, specifications and other task products for the Project elements described herein and any relative or associated projects.

MIAMI BEACH

APPENDIX D

MIAMI BEACH

Insurance Requirements

PROGRAM MANAGEMENT SERVICES FOR AN
INTELLIGENT TRAFFIC MANAGEMENT SYSTEM
AND A PARKING MANAGEMENT SYSTEM

2015-115-JR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

The provider shall furnish to the Human Resources Department, Risk Management Division, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation and Employer's Liability Insurance for all employees of the provider as required by Florida Statute 440.
- B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

The insurance coverage required above must include a waiver of subrogation in favor of the City. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Michael Grieco, Commissioner

DATE: March 9th, 2015

SUBJECT: Discussion/Update from Code Enforcement, Miami Beach Police Department and the City Attorney regarding the end of Trike rentals in the City of Miami Beach

Please place on the March 11th City Commission Meeting Agenda a discussion concerning update from Code Enforcement, MBPD and the City Attorney regarding the end of Trike rentals in the City of Miami Beach

If you have any questions please do not hesitate to contact Danila Bonini at extension 6457.

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Philip Levine, Mayor

DATE: March 9th, 2015

SUBJECT: Discussion regarding the City of Miami Beach's funding partnership with the Miami Beach Chamber of Commerce. Please place on the March 11th City Commission Meeting Agenda.

If you have any questions please do not hesitate to contact Fatima Perez at extension 6465.

MG/fp

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